

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
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**Mark Ridlev-Thomas**  
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Fifth District

June 15, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**John F. Schunhoff, Ph.D.**  
Interim Director

**Gail V. Anderson, Jr., M.D.**  
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health*

*through leadership,*

*service and education.*

**APPROVAL TO EXTEND AGREEMENTS WITH HEALTH CARE  
INTERPRETER NETWORK AND PUBLIC HEALTH FOUNDATION  
ENTERPRISES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to extend the Agreements with Health Care Interpreter Network and Public Health Foundation Enterprises for continued access to healthcare interpretation services throughout DHS facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 5 to Agreement No. H-703296 with Health Care Interpreter Network (HCIN) (formerly Contra Costa Regional Health Foundation – CCRHF), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, to continue the membership of the Department of Health Services (DHS) in HCIN, including the new membership of Martin Luther King, Jr., Multi-Service Ambulatory Care Center (MLK-MACC), and increase the Agreement's maximum obligation by \$200,000 to cover HCIN membership connection fees and \$4,500 for an additional T-1 Line at LAC+USC Medical Center (LAC+USC), for the extension period.

2. Authorize the Interim Director, or his designee, to execute Amendment No. 5 to Agreement H-703015 with Public Health Foundation Enterprises (PHFE),



effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, with no change to the Agreement maximum obligation, to allow interpreter staff from PHFE to work at DHS facilities.

3. Delegate authority to the Interim Director, or his designee, to extend the Agreements with HCIN and PHFE for up to two additional years after their expiration dates, at the same rates, terms and conditions, at a maximum annual obligation for HCIN of \$204,500 and with no exchange of monies between the parties for the PHFE Agreement, upon review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to continue the membership of DHS in HCIN, including the new membership of MLK-MACC. MLK-MACC was added to the HCIN Agreement last year but membership was not initiated. Membership in HCIN allows participating hospitals the services of an Internet Protocol (IP) Voice/Video Call Center Management Server which organizes the routing of each health system request of voice or video calls to healthcare interpreters within their own health system, and to interpreters at other participating health systems and contract service providers. HCIN members, including DHS, share in the economies of scale for the set-up and maintenance of the call center and lower prices of shared interpretation services. Members pay a membership connection fee and can earn minute credits if they provide more translation services than they use.

The HCIN membership has been a key component of the L.A. Care grant-funded Interpreter Call Center Pilot Program (ICCPP) that increases access to DHS health care services by limited English-proficient and deaf or hearing-impaired patients. The ICCPP consisted of the HCIN Agreement for membership connection fees and access to interpreter staff provided through an agreement with PHFE. The PHFE interpreter staff provide interpretation services at participating DHS facilities using HCIN's IP Voice/Video Call Center Management Server and are an integral part of DHS' facilities provision of interpreter services. The grant funds for the HCIN Agreement were fully expended by November 15, 2008, and HCIN membership connection fees have since been funded by net County cost to maintain access to the HCIN to support the continuation of the Interpreter Call Center Pilot Program through June 30, 2010.

The HCIN Agreement expires June 30, 2010, and the recommended extension is necessary to support the continued provision of these interpreter services at DHS facilities. L.A. Care has verbally indicated its intent to award additional grant funds to PHFE for the provision of interpreter staff at DHS facilities, and DHS membership in HCIN is an integral part of those interpretation services.

Approval of the second recommendation will authorize the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit II, to continue access to interpreter staff provided through PHFE to augment the provision of Video Medical Interpretation (VMI) services at DHS facilities under the new L.A. Care grant-funded VMI Interpreter Project. The new grant-funded project is anticipated to be effective July 1, 2010, with L.A. Care awarding grant funds for the new extended period directly to PHFE. The current PHFE Agreement expires on June 30, 2010, and the recommended extension is necessary to allow PHFE's interpreter staff continued access to DHS facilities. In order to ensure adequate continuous staff coverage for the VMI Interpreter Project, there are sufficient unspent grant funds to cover one month of expenditures for July 2010 until L.A. Care makes the grant award directly to PHFE.

Approval of the third recommendation will allow the Interim Director, or his designee, to execute amendments to extend the term of the Agreements with HCIN and PHFE, as necessary, to accommodate possible extensions of the VMI Interpreter Project Grant Award.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The HCIN Agreement's maximum obligation of \$435,850 will be increased by \$200,000 to cover membership connection fees for Fiscal Year (FY) 2010-11, and \$4,500 for an additional T-1 Line at LAC+USC, for a revised total maximum obligation of \$640,350. The \$200,000 annual membership fee is calculated at \$40,000 per facility for Rancho Los Amigos National Rehabilitation Center, LAC+USC, Harbor-UCLA Medical Center, MLK-MACC, and Olive View-UCLA Medical Center. DHS will be invoiced on a pro-rated basis upon the membership start date for MLK-MACC. Funding is included in the FY 2010-11 Proposed Budget.

For the PHFE Agreement, as amended, the July 2010 expenditures will be funded by L.A. Care grant monies. Effective August 1, 2010, there will be no exchange of monies between the parties during the remaining term of the Agreement.

The maximum annual obligation for an extension by the Department of the Agreement with HCIN shall be \$204,500. An extension by the Department of the PHFE Agreement will not include any exchange of monies between the parties.

With respect to any extension of the PHFE Agreement should the Department seek to do so in the event L.A. Care refuses to provide funding for the entire cost of the services under a direct contract with PHFE under the VMI Interpreter Project, the additional maximum annual obligation to cover interpreters' salaries and employee benefits will be an estimated \$280,100.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

#### **HCIN**

On June 12, 2007, your Board authorized the Director to enter into an Agreement with CCRHF, the organizational home of HCIN. The Agreement was effective July 1, 2007 through November 30, 2008, for membership connection fees to access HCIN. Subsequent amendments delegated and assigned the Agreement with CCRHF to HCIN, and extended the term of the Agreement through June 30, 2010, to be co-terminus with the PHFE Agreement, with the most recent extension amendment approved by your Board on June 9, 2009.

The HCIN Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

#### **PHFE**

On June 12, 2007, your Board authorized the Director to enter into an Agreement with PHFE for the

ICCP. The Agreement, effective July 1, 2007 through June 30, 2009, provided access to interpreter staff through PHFE. Subsequent amendments, with the most recent one executed under delegated authority approved by your Board on June 9, 2009, extended the term of the Agreement through June 30, 2010.

The PHFE Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

Under the terms of the extension, payment for services provided by PHFE will be funded directly by L.A. Care with the exception for services provided during the month of July 2010 during which unexpended grant funds from the previous period will be used.

DHS has obtained verbal approval from L.A. Care's senior management team for the new Grant Award for the VMI Interpreter Project. L.A. Care has verbally indicated that the new grant funds will be awarded directly to PHFE. Written approval is forthcoming upon approval by L.A. Care's Board of Directors.

County Counsel has approved Exhibits I and II as to form.

#### **CONTRACTING PROCESS**

Not applicable.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will allow DHS to continue to have uninterrupted access to the provision of healthcare interpretation services throughout DHS facilities.

The Honorable Board of Supervisors

6/15/2010

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:ps

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

HEALTH CARE INTERPRETER NETWORK AGREEMENT  
FOR HEALTHCARE INTERPRETER MEMBERSHIP CONNECTION FEES

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

HEALTH CARE INTERPRETER  
NETWORK (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HEALTH CARE INTERPRETER NETWORK AGREEMENT FOR HEALTHCARE INTERPRETER MEMBERSHIP CONNECTION FEES", dated July 1, 2007, and further identified as County Agreement No. H-703296, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the Agreement through June 30, 2011, add Schedule 4, and make other hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.
2. The first paragraph of Agreement Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective July 1, 2007 and shall continue, unless sooner terminated or canceled, in full force and effect to and

including June 30, 2011. The Director of Health Services may extend the Agreement under the same terms and conditions upon written mutual agreement."

3. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, subparagraph D shall be added as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

D. During the period of July 1, 2010 through June 30, 2011, the expenditures of County for Contractor's performance as shown in Schedule 4, attached hereto and incorporated herein by reference, are an estimated Two Hundred Four Thousand, Five Hundred Dollars (\$204,500)."

4. Agreement Paragraph 5, BILLING AND PAYMENT, sub-paragraphs B (4), shall be deleted in its entirety and replaced with the following language:

"B. Billing:

(4) For the period of July 1, 2010 through June 30, 2011, Contractor shall invoice County for actual expenditures, in accordance with the expenditures set forth in Schedule 4, attached hereto and incorporated herein by reference, and the payment schedule as follows:

Upon full execution of this Amendment, County will be invoiced \$40,000 at the beginning of each quarter (July 2010, October 2010, January 2011, and April 2011) for Rancho, LAC+USC, Olive View, and Harbor. In addition, LAC+USC will be invoiced \$1,125 for each quarter for the second T-1 Line in order to handle their patient generated volume.

Upon membership of Martin Luther King, Jr. – Multi-Service Ambulatory Care Center (MLK-MACC) in the Health Care Interpreter Network, as determined at the sole discretion of the County, County will be

invoiced a prorated amount based upon membership start date based on the quarterly rate of \$10,000.

The April 1, 2011 invoice amount will pay in full all minute usage debits/credits for these five facilities for the period April 1, 2010 through March 31, 2011. Credit minutes in excess of the fourth quarter membership fee of \$10,000 will be credited to the respective medical center in the invoice for the first (1<sup>st</sup>) quarter of Fiscal Year 2011-2012. Should County elect not to continue membership in the HCIN, all credits will be reconciled on the fourth quarter invoice. In the event that credits are in excess of the quarterly amount due, the excess will be refunded to County.”

5. Paragraph 12, ENTIRE AGREEMENT, shall be deleted in its entirety and replaced with the following language:

“12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, Exhibit A-1, Schedule 1, Schedule 2, Schedule 3, Schedule 4, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.”

6. Schedule 4 shall be added to the Agreement, attached hereto and incorporated in the Agreement by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director

HEALTH CARE INTERPRETER  
NETWORK \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

**LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES**

**HEALTH CARE INTERPRETER NETWORK MEMBERSHIP FEES**  
**FOR INTERPRETER CALL CENTER PROJECT**

**EFFECTIVE JULY 1, 2010 - JUNE 30, 2011**

A.	<u>Membership Fees</u>	<u>Allocation</u>	<u>Period Covered*</u>
Rancho Los Amigos Rehabilitation Center		\$ 10,000	July 1 2010 – September 30, 2010
		\$ 10,000	October 1, 2010 – December 31, 2010
		\$ 10,000	January 1, 2011 – March 31, 2011
		\$ 10,000	April 1, 2011 – June 30, 2011
LAC+USC Medical Center**		\$ 11,125	July 1, 2010 – September 30, 2010
		\$ 11,125	October 1, 2010 – December 31, 2010
		\$ 11,125	January 1, 2011 – March 31, 2011
		\$ 11,125	April 1, 2011 – June 30, 2011
Harbor-UCLA Medical Center		\$ 10,000	July 1, 2010 – September 30, 2010
		\$ 10,000	October 1, 2010 – December 31, 2010
		\$ 10,000	January 1, 2011 – March 31, 2011
		\$ 10,000	April 1, 2011 – June 30, 2011
Olive View-UCLA Medical Center		\$ 10,000	July 1, 2010 – September 30, 2010
		\$ 10,000	October 1, 2010 – December 31, 2010
		\$ 10,000	January 1, 2011 – March 31, 2011
		\$ 10,000	April 1, 2011 – June 30, 2011
Martin Luther King, Jr. Multi-Service Ambulatory Care Center***		\$ 10,000	July, 1, 2010 – September 30, 2010
		\$ 10,000	October 1, 2010 – December 31, 2010
		\$ 10,000	January 1, 2011 – March 31, 2011
		\$ 10,000	April 1, 2011 – June 30, 2011
B.	<u>Purchase of Minutes</u> Not to exceed \$ 0* (\$0.75 per minute)		

TOTAL AMOUNT	\$ 204,500
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\* Unspent membership connection fees may be used to pay for minute usage debits.

\*\* Quarterly amounts include funding for second T-1 Line.

\*\*\* Subject to a July 1, 2010 start date or provisions of Paragraph 5.B.(4) of the Agreement.

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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WHEREAS, reference is made to that certain document entitled, "DEPARTMENT OF HEALTH SERVICES INTERPRETER CALL CENTER PILOT PROGRAM AGREEMENT", dated July 1, 2007, and further identified as County Agreement No. 703015, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, the original L.A. Care Grant Award supported the successful establishment of the Interpreter Call Center Pilot Program at four DHS hospitals which has increased access to healthcare services by DHS limited English proficient, and deaf and hearing-impaired patients; and

WHEREAS, L.A. Care will award new grant funds directly to Public Health Foundation Enterprises, effective July 1, 2010, to support the Video Medical Interpretation Project, previously called the Interpreter Call Center Pilot Program, for the continued provision of healthcare interpreter/translator personnel to participating Department of Health Services facilities; and

WHEREAS, the parties desire to use remaining unspent original grant funds to pay for one month of expenditures prior to receipt of the new L.A. Care grant funds; and

WHEREAS, the parties desire to extend the Agreement to continue the relationship under different terms and conditions; and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement, revise the name of the Agreement from "Department of Health Services Interpreter Call Center Pilot Program Agreement" to "Video Medical Interpretation Project Agreement", and modify the terms and conditions to accurately reflect the new relationship; and

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.

2. Agreement Paragraph 1, TERM, first paragraph, shall be deleted in its entirety and replaced with the following language:

“1. TERM: This Agreement shall be effective July 1, 2007, and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2011. The Director of Health Services may extend the Agreement under the same terms and conditions upon written mutual agreement for up to two (2) additional years.”

3. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, the fifth un-numbered subparagraph shall be deleted in its entirety and replaced with the following language:

"During the period of July 1, 2010 through July 31, 2010, the estimated expenditures of County for Contractor's performance as shown in Schedule 6, attached hereto and incorporated by reference are Twenty-Seven Thousand, Two Hundred Thirty-Two Dollars (\$27,232).

During the period of July 1, 2007 through July 31, 2010, the total maximum County obligation shall not exceed Eight Hundred Thirty-Two Thousand, Six Hundred Seventy-Seven Dollars (\$832,677).

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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For the remaining period of August 1, 2010 through the term of the Agreement, County shall have no further financial obligation for payment to Contractor under this Agreement."

4. Agreement Paragraph 3, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with the following language:

"3. DESCRIPTION OF SERVICES: Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, C, C-1, and C-2, attached hereto and incorporated herein by reference."

5. Agreement Paragraph 5, BILLING AND PAYMENT, subparagraphs A and B shall be deleted in their entirety and replaced with the following language:

"A. County shall compensate Contractor for actual reimbursable costs incurred by Contractor in performing services hereunder only for the period of July 1, 2007 through July 31, 2010.

B. Contractor shall invoice County monthly for actual expenditures, in arrears, in accordance with the expenditures set forth in Schedules 1, 2, 3, 4, 5, and 6 (Budgets), attached hereto and incorporated herein by reference. Contractor shall submit original billing forms, including copies of original receipts verifying expenditures for each applicable year, directly to County of Los Angeles Department of Health Services, Fiscal Services, 313 North Figueroa Street, Suite 505, Los Angeles, California 90012, Attention: Chief, Fiscal Services. All billings shall clearly reflect all required information as specified on billing forms regarding the services for which

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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claims are to be made as set forth in Exhibits A, B, C, C-1, and C-2, and Schedules 1, 2, 3, 4, 5, and 6."

6. Agreement Paragraph 8, CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, shall be deleted in its entirety and replaced with the following language:

"8. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H, attached hereto and incorporated herein by reference, in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H, Contractor's Obligations as a "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)."

7. Agreement Paragraph 12, ENTIRE AGREEMENT, shall be deleted in its entirety and replaced with the following language:

"12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, C, C-1, C-2, Schedules 1, 2, 3, 4, 5, and 6, Exhibit D-1, Exhibit D-2, Exhibit E, Exhibit F, Exhibit G, and Exhibit H shall constitute

**AGREEMENT  
BY AND BETWEEN  
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AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement."

8. Additional Provisions Paragraph 51, PROHIBITION AGAINST INDUCEMENT OR PERSUASION, shall be added as follows:

"51. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement".

9. Additional Provisions Paragraphs 52 and 53, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM and TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, respectively, shall be added as follows:

"52. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

53. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 52 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

10. Additional Provisions Paragraph 54, NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT, shall be added as follows:

"54. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement."



## EXHIBIT II

Agreement No. 703015

[illegible]

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND PUBLIC HEALTH FOUNDATION ENTERPRISES**

**EXHIBIT II**

Amendment No. 5

Agreement No. 703015

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EXCEPT FOR THE CHANGES SET FORTH HEREINABOVE, AGREEMENT SHALL  
NOT BE CHANGED IN ANY RESPECT BY THIS AMENDMENT.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

PUBLIC HEALTH FOUNDATION  
ENTERPRISES

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:  
BY THE OFFICE OF  
THE COUNTY COUNSEL

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES  
Video Medical Interpreter Project

PUBLIC HEALTH FOUNDATION ENTERPRISES

Scope of Work  
July 1, 2010 through June 30, 2011

**SERVICES TO BE PROVIDED:**

Contractor shall provide healthcare interpreter staff to participating facilities that include: Rancho Los Amigos National Rehabilitation Center, LAC+USC Medical Center, Harbor-UCLA Medical Center, and Olive View-UCLA Medical Center to augment County's staff in the provision of healthcare interpretation. Contractor shall provide the following personnel:

Healthcare Interpretation:

Personnel: Six (6) full-time equivalent (FTE) Healthcare Interpreters/Translators as follows:

- Three (3) FTE Healthcare Interpreters/Translators – Spanish
- One (1) FTE Healthcare Interpreter/Translator – Armenian/  
Russian
- One (1) FTE Healthcare Interpreter/Translator - Korean
- One (1) FTE Healthcare Interpreter/Translator – Cantonese/  
Mandarin

- Tasks:
- Provide healthcare interpretation between hospital staff and patients at DHS hospital facilities using video-conferencing devices on-demand.
  - Provide interpretation at DHS hospital facilities in-person where clinically preferred.
  - Provide interpretation over videoconferencing devices to other Los Angeles County hospitals and other colleague hospitals within the Health Care Interpreter Network (HCIN) in exchange for interpretation in other languages not available to Los Angeles County hospitals.
  - Provide written translation of DHS hospital facilities' documents during periods when requests for interpretation are not active.

Project Consultant:

Personnel: One (1) Project Consultant

- Tasks:
- The Project Consultant test appropriate systems of data collection, monitoring and evaluation, and assist with final project report and other duties.
  - The Project Consultant will prepare a comprehensive Final Report, Evaluation and Recommendations, incorporating both quantitative data along with scaling recommendations.

5/26/10

## LOS ANGELES COUNTY/DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH FOUNDATION ENTERPRISES  
INTERPRETER CALL CENTER PILOT PROGRAM

## BUDGET

July 1, 2010 through July 31, 2010

## Health Care Interpreters (HCIs)

Full Time

Salaries (3 HCIs)	\$ 9,175
Employee Benefits	\$ 2,933
	<hr/>
	\$ 12,108

Part Time

Salaries (4 HCIs)	\$ 11,767
Employee Benefits	\$ 1,224
	<hr/>
	\$ 12,991

Total Personnel:	<hr/>	<b>\$ 25,099</b>
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Other Costs:  
Indirect Costs (8.5%)

\$ 2,133
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<b>TOTAL</b>	<hr/>	<b>\$ 27,232</b>
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**CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-

ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
  - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;
  - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:



(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so used or disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment for health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate:

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information

has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
  - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
    - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
    - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches;
    - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address; and
    - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

## **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## **TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this

Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.